

# RIGHT-OF-WAY

City of East Tawas

Address: 760 Newman Street, PO Box 672, East Tawas, MI 48730

Phone: (989)-362-6161 Fax: (989)-362-6736

[www.easttawas.com](http://www.easttawas.com)

If applicant hires a contractor to perform the work, BOTH must complete this form and BOTH assume responsibility for the provisions of this Application and Permit.

APPLICANT		CONTRACTOR	
Name:		Name:	
Mailing Address:		Mailing Address:	
Phone Number:		Phone Number:	
Applicant's Signature		Contractor's Signature	
Title:	Date:	Title:	Date:

FINANCIAL REQUIREMENTS		Attachments Required	
Permit Fee:	\$	Plans and Specs:	
Est. Inspect. Fee	\$		
Bond	\$	Bond:	Bond Number:
Deposit	\$		
Other		Proof of Insurance:	
Amount to be Billed	\$	YES:	NO:
Date Billed			
Receipt Number			
Date		Other	

## APPLICATION

Applicant and/ or Contractor request a Permit for the purpose indicated in the attached plans and specification at the following location:

City of East Tawas

NAME OF ROAD: \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_

DIRECTIONS TO SITE: \_\_\_\_\_

For a period beginning \_\_\_\_\_ and ending \_\_\_\_\_, and agrees to the terms of the permit.

A permit is granted in accordance with the foregoing application for the period stated about, subject to the following terms, agreed to by the Permit Holder. When applicant hires a contractor the "Permit Holder" is the applicant and the contractor.

RECOMMENDED FOR ISSUANCE:

\_\_\_\_\_ Investigator

\_\_\_\_\_ Date

\_\_\_\_\_ Title

1. **Specifications:** All work performed under this permit must be done in accordance with the plans, specifications, maps and statements filed with the City of East Tawas and must comply with the City's current requirements and specifications on file at its offices and M.D.O.T. specifications.
2. **Fees and Costs:** Permit Holder shall be responsible for all fees incurred by the City in connection with this permit and shall deposit estimated fees and costs as determined by the City, at the time the permit is issued.
3. **Bond:** Permit Holder shall provide a cash deposit, letter of credit or bond in a form and amount acceptable to the City at the time the permit is issued.
4. **Insurance:** Permit Holder shall furnish proof of liability and property damage insurance in amount stated on this permit naming the City of East Tawas as an additional insured. Such insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled without ten (10) days advance written notice by certified mail with return receipt required to the City.
5. **Indemnification:** Permit Holder shall hold harmless and indemnify and keep indemnified the City, its officers and employees from all claims, suits and judgments to which the City, its officers, or employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the City, whether due to the negligence of the Permit Holder or the joint negligence of the Permit Holder and the City
6. **Miss Dig:** The Permit Holder must comply with the requirements of Act 53 of Public Acts of 1974, as amended, CALL MISS DIG AT (800) 482-7171 at least three (3) full working days, but not more than twenty-one (21) calendar days, before you start work. Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
7. **Notification of Start and Completion of Work:** Permit Holder must notify the City at least 48 hours before starting work and must notify the City when work is completed.
8. **Time Restrictions:** All work shall be performed Monday through Friday between 8:00 a.m. and 5:00 p.m. unless written approval is obtained from the City and work shall be performed only during the period set forth in this permit.
9. **Safety:** Permit Holder agrees to work under this permit in a safe manner and to keep the area affected by this permit in a safe condition until the work is completed. All work site conditions shall comply with Michigan Manual of Uniform Traffic Control Devices.
10. **Restoration and Repair of Road:** Permit Holder agrees to restore the road and right-of-way to a condition equal to or better than its condition before the work began and to repair any damage to the road right-of-way which is the result of the facility whenever it occurs or appears.
11. **Limitation of Permit:** This permit does not relieve Permit Holder from meeting other applicable laws and regulations of other agencies. Permit Holder is responsible for obtaining additional permits or releases which may be required in connection with this work from other governmental agencies, public utilities, corporations and individuals, including property owners. Permission may be required from the adjoining property owners.
12. **Revocation of Permit:** The permit may be suspended or revoked at will and the Permit Holder shall surrender this permit and alter, relocate or remove its facilities at its expense at the request of the City.
13. **Violation of Permit:** The permit shall become immediately null and void if Permit Holder violates the terms of this permit and the City may require immediate removal of Permit Holder's facilities, or the City may remove them without notice at Permit Holder's expense.
14. **Assignability:** The permit may not be assigned without the prior approval of the City. If approval is granted, the assignor shall remain liable and the assignee shall be bound by all the terms of this permit.

I hereby certify that I have read the terms numbered 1 through 15 above and agree to those terms as a condition of receiving this permit.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Contractor's Signature

Date:

Date: